

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR SENIOR SERVICES

**PROJECT MANUAL:
SENIOR TRANSPORTATION SERVICES**

INVITATION FOR BID #12-67

Pre-Bid Meeting: April 19, 2012 at 10:00 a.m.

Bid Opening Date: April 27, 2012 at 10:00 a.m.

APRIL 2012

Setti D. Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

April 17, 2012

ADDENDUM #1

INVITATION FOR BID #12-67

SENIOR TRANSPORTATION SERVICES

THIS ADDENDUM IS TO: Clarify Pre-Bid Meeting Place:

**THE PRE-BID MEETING WILL TAKE PLACE AT THE
SENIOR CENTER, 345 WALNUT STREET, NEWTONVILLE
THURSDAY, APRIL 19, 2012 AT 10:00 A.M.**

All other terms and conditions of this bid remain unchanged.

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.

Thank you.
Purchasing Department

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #12-67

The City of Newton invites sealed bids from Contractors for:

SENIOR TRANSPORTATION SERVICES

Pre-bid will be held at: **10:00 a.m., April 19, 2012 located at City Hall, Room 204**

Bids will be received until: **10:00 a.m., April 27, 2012**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available for pickup at the Purchasing Department or on line at the City's website: www.newtonma.gov/bids after 10:00 a.m. April 12, 2012. There will be no charge for contract documents.

All bids shall be submitted as one ORIGINAL and one COPY.

No bid surety is required.

The term of this contract shall **extend from July 1, 2012 through June 30, 2013**. The City, at its sole discretion, shall have the option to extend this contract for (2) additional 1 year terms, with no change to the contract cost and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding.

All bids are subject to the provisions of M.G.L. Chapter 30B. Award will be made to the bidders with the lowest TOTAL contract price for each category of services (#1 through #7 in section C), including any/all accepted alternates, that is deemed responsive and responsible.

The successful bidders will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Performance Bond in the amount of 50% of the contract total**.

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, which is hereby incorporated into the Contract Documents.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, email purchasing@newtonma.gov or fax Purchasing at 617-796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON
Maryann LaRosee
Purchasing Department
April 12, 2012

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received Friday, April 20, 2012 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #12-67**.

ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

- 3.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City and shall include a firm fixed fee.
- 3.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 3.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 3.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

- 3.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.
- 3.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 3.7 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR:
 - * NAME OF PROJECT AND INVITATION NUMBER
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 3.8 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 3.9 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

ARTICLE 4 - ALTERNATES

- 4.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 4.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 4.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 4.4 The low Bidder(s) will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 5 - WITHDRAWAL OF BIDS

- 5.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 5.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 5.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 6 - CONTRACT AWARD

- 6.1 The City of Newton will award the contract to the lowest responsive and responsible Bidders within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 6.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 6.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

- 6.4 As used herein, the term "lowest responsive and responsible Bidders" shall mean the Bidders (1) whose bid is the lowest of those bidders whose bid conforms in all respects to the Invitation for Bids and who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 6.5 It is the purpose of the City not to award this contract to any bidders who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 6.6 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder(s) shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 6.7 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 7 - TAXES

- 7.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 7.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM- Bid #12-67

- A. The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

SENIOR TRANSPORTATION SERVICES

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____.

- C. The proposed contract price is as follows:

A "ride" is defined as a one way trip, for one person, to one location.

1.	Inside Newton Medical Transportation Standard Vehicle	Annual Totals
	\$ _____ / per ride X 7700 rides =	\$ _____
2.	Pre-determined Outside Newton City Lines - Medical rides (including Adult Day Health)	
	\$ _____/per ride X 2000 rides =	\$ _____
3.	Grocery Store Service Standard Vehicle	
	\$ _____/per ride X 2,600 rides =	\$ _____
4.	Senior Center Service Standard Vehicle	
	\$ _____/per ride X 10,000 rides=	\$ _____
5.	Long-Term Care/Hospital Visits	
	\$ _____/per ride X 1,000 rides =	\$ _____
6.	House of Worship	
	\$ _____/ per ride X 1,000 rides =	\$ _____
7.	Handicap Accessible Vehicle	
	\$ _____/per ride X 350 rides =	\$ _____

Alternate #1 rides to the Library/City Hall

\$ _____/per ride X 1,000 rides

\$ _____

Alternate #2 rides to Special City sponsored events

\$ _____/per ride X 1,000 rides

\$ _____

COMPANY: _____

D. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 3 pages
- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Vehicle listings for use in this contract including: make, model, year and condition.

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

F. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone & FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City, as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at it's expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation to Bid, the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30,

Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated July 1995 is applicable to all contracts in excess of \$10,000.00. A copy of this plan is on file at the City of Newton, Purchasing Dept. This paragraph applies to City of Newton purchases only.
16. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
17. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

END OF SECTION

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY – CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Twelve and by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Chief Procurement Officer, but without personal liability to him (hereafter the "City"), and

hereinafter referred to as the CONTRACTOR.

WHEREAS, the City of Newton Department of Senior Services requires the services of a contractor to provide transportation for senior citizens to and from: scheduled medical appointments, grocery stores, the Senior Center, and to designated Adult Day Health Facility sites within two (2) driving miles of city boundaries , *Houses of Worship, Long-Term Care Facilities, Newton Library, Newton City Hall and other special events* and has sought bids therefor; and

WHEREAS, _____ has submitted a responsive bid to provide such services;

SENIOR TRANSPORTATION SERVICES

NOW THEREFORE, the parties agree as follows:

1. Incorporated of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-----City of Newton's Invitation for Bid No. 12-67 need to change, issued by Maureen Lemieux, Interim Chief Procurement Officer, and including the Bid Form and Specifications;

-----Bid of _____, dated _____ and signed by _____, President.

2. Scope of Work

The purpose of this Agreement is to provide service for the City of Newton in accordance with specifications, terms and conditions of Invitation to need to change and the Contractor's response thereto.

3. Term of Agreement

The term of this Agreement shall extend from **July 1, 2012 through June 30, 2013**. The City shall have the option, at its sole discretion, to renew the contract for **two (2) additional one year terms**, with no change to the contract cost and terms and conditions. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

4. Payment Procedures

Contractor shall submit an invoice at the end of each calendar month during the contract term for the services provided during that month. Invoices must be submitted in accordance with the terms stated in the Specifications in the section entitled "Charges for the Service" and at the rates stated by the Contractor on its Bid Form.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

6. Non-assignability

Neither party may assign this Agreement, in whole or in part, without the written consent of the other party.

CONTRACTOR

By _____

Print Name _____

Title _____

Date _____

Affix Corporate Seal Here

City funds in the amount of \$ _____
are available in account number:
0150202-5383

I further certify that the Mayor, or his designee,
is authorized to execute contracts and approve
change orders.

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By _____
Director of Senior Services

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____,
as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of
_____ dollars (\$ _____) to be paid to the Obligee, for which payments
well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2012, for the
construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall
well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to
be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee,
with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well
and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized
modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such
modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void;
otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the
employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees
that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____ day of _____, 2012

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

CERTIFICATION REGARDING LOCAL TAXES

The undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor has paid all local taxes, fees, assessments, betterments, or any other municipal charge, unless the Contractor has a pending abatement application or has entered into a payment agreement with the City of Newton collector-treasurer.

*Signature of Individual
or Corporate Contractor (Mandatory)

** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the City of Newton Treasurer-Collector to determine whether you have paid all local taxes or fees to the City. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CITY OF NEWTON

SENIORS SERVICES

SPECIFICATIONS – SENIOR TRANSPORTATION SERVICES

DESCRIPTION OF SERVICE:

The City intends to award one or more contracts, as determined to be in the best interests of the City, to the bidder(s) with the lowest total annual contract price/category, including accepted alternates, to provide transportation to residents of Newton, 60 years of age or older, from their homes to medical appointments in the City of Newton and to designated Adult Day Health Facility sites within two (2) driving miles of city boundaries and 10 predetermined medical sites within two (2) driving miles of city boundaries; as well as, from their homes to designated grocery store sites; as well as, from their homes to and from the Newton Senior Center, 345 Walnut Street, Newtonville; as well as, to houses of worship within the city; as well as, long-term care facilities within the city; as well as, to the library/city hall; as well as, to pre-approved special city sponsored events.

1. **Medical Appointment (inside and outside the city limits)** service operates on weekdays, Monday through Friday, excluding legal holidays from 8:00 a.m. - 5:00 p.m. The medical transportation service has averaged 32 rides per day, 808 rides per month, 9700 rides per year. **This service also provides transportation to Adult Day Health Facilities that are within two (2) driving miles of city boundaries (there are currently 6 sites). These numbers are included in ride estimates provided on the Bid Form.**
2. **Grocery Store** service shall be provided to and from seniors' homes to grocery shopping sites within the City of Newton Tuesday thru Thursday, excluding legal holidays during the hours of 10:00am to 2:00pm. **Ridership for the service has averaged 40 rides per week (three days of service), 200 rides per month, 2,600 rides per year.**
3. **Senior Center service** shall be available five days per week, Monday through Friday excluding legal holidays and days the Newton Senior Center is closed. The center operates Monday thru Friday 8:00 a.m. to 4:00 p.m. The ridership has averaged 40 rides per day, 833 rides per month, 10,000 rides per year. There are currently two days per week that typically have higher ridership: Tuesdays and Fridays average closer to 30 rides per day.
4. **Long-Term Care and Hospital Visits:** This service shall provide transportation from Senior's homes to long-term care facilities and hospitals within the City of Newton for the purpose of visiting a relative or a friend. The service shall operate five days/week between the hours of 8:00 a.m.-5:00 p.m.
5. **House of Worship Service:** This service shall provide transportation from senior's homes to houses of worship, any day of the week, within the City of Newton for the purpose of religious observation.
6. **Handicapped-Accessible Vehicle.** As seniors needing all these services may include persons with disabilities, the bidder must have available and be prepared to dispatch a handicapped-accessible vehicle as needed. Approximately 30 rides per month may require handicap access service.

The City is also seeking, on an add/alternate basis (the low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates, but the City is not obligated to include these services in the award) the following services:

7. **Add/Alternate #1: Newton Free Library (Main Library building on Homer St) and Newton City Hall:** this service will provide transportation to the Main Library on Homer St and to Newton City Hall 5 days/week Monday- Friday 8:00-5:00 and for pre-approved special events at either of these locations.
8. **Add/Alternate #2: Special City Sponsored events:** this service will provide transportation to pre-approved (by the Director of the Department of Senior Services) special city sponsored events in the City of Newton. We expect to provide this service to an average of two events/month to 40 different riders.

QUALIFICATIONS:

1. The Bidder ("Contractor") must demonstrate a minimum of one year of successful experience in the provision of transportation of senior citizens.
2. The Bidder must provide a minimum of three positive references from municipal, state, or non-profit agencies demonstrating successful delivery of senior transportation services, these references should reflect the bidder's ability to provide services that are sensitive to the transportation specific needs of elders: assisting from home to vehicle, from vehicle to destination, or assistance with bundles.

INSTRUCTIONS FOR BIDDERS AND BIDDING FORMAT:

1. Each bid shall include a description of the primary vehicle(s) and back-up vehicle(s) to be used in the service, including handicapped accessible vehicles. This fleet description must demonstrate the bidder's ability to accommodate the above-described usage estimates. The bidder can use a variety of vehicle types to provide the services described above, the bidder should include a plan that describes how they propose to utilize their fleet to provide the services. Vehicle listing shall include make, model, year, and condition of all vehicles proposed for use in this contract.
2. For items 1-7 and Alternates 1-2, as listed on the bid form, bids shall be submitted on a per ride basis. **A ride shall be defined as a one-way trip for one person from one location to one other location.**
3. Bidders shall submit prices that will be held firm for each term of the contract, (See Term, below).
4. The City expressly reserves the right to contract separately or use its own employees and volunteers to perform handicap accessible transportation service, as needed.
5. The statistics provided are based on past ridership and are provided to the best of the City's abilities in order to offer some information to base bid comparisons upon. Any quantities indicated on the Bid Form or elsewhere in the project manual are estimates only and are given solely as a basis for the comparison of bids. The City does not, by implication or otherwise, guarantee them to be even approximately correct. The Contractor shall be paid on the actual requirements for the Unit Price per service. The City does not guarantee the quantities as they may increase or decrease upon actual requirements. Ridership is expected to vary from past ridership statistics.

AWARD OF CONTRACT:

1. Award will be made to the contractor (s) deemed responsive, and responsible with the lowest total annual cost for each category of services including any/all accepted alternates.
2. The total cost of the proposed contract(s) shall be calculated by multiplying the unit cost per ride by the estimated number of rides (See Description of Services above) per year. The total per ride cost shall remain firm for the term of the contract including all options to extend.
3. The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
4. The City of Newton reserves the right to reject any or all bids, and to award the bid as may be determined to be in the best interests of the City.

TERM:

1. The initial contract term shall extend from **July 1, 2012 through June 30, 2013**, subject to appropriation. The City shall have the option to renew the contract for two (2) additional terms of one year terms, the last term ending June 30, 2015, with no change to the contract price and terms and conditions. The City shall retain sole discretion in the exercise of each option to renew. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

REQUIREMENTS OF THE CONTRACTOR:

1. **The Contractor shall guarantee transportation to all eligible persons who request rides at least three business days in advance for grocery, medical appointments, houses of worship, long-term care facility, library/city hall, special events service or by 4:00 p.m. the day before travel for Senior Center Service.** Clients who request transportation with less than the required advance notice should be accommodated to the extent that vehicles are available.
2. For the **Medical Appointment Service** riders may be picked up as early as 8:00 a.m. for medical appointments beginning as early as 8:15 a.m. Return trips from appointments should be available until 4:30 p.m. for return home by 5:00p.m. For the **Grocery Store Service** riders may be picked up no earlier than 10 a.m. and return home no later than 2:00 p.m. For the **Senior Center Service** riders may be picked up no earlier that 8:15 and leave the center no later than 4:00 p.m.
3. For the **Grocery Store Service, the Contractor shall require drivers to assist each shopper with up to four (4) bundles of groceries by bringing bundles to each shopper's home or apartment door.**
4. The Contractor shall normally pick up passengers no earlier than twenty (20) minutes before, nor later than twenty (20) minutes after a passenger's scheduled pick-up time. The service may be provided on a "shared ride" basis provided that every rider must be delivered on schedule to his or her destination and within thirty (30) minutes after pick-up.
5. The Contractor shall provide a local or toll-free telephone number which eligible riders and staff of the Department may call for reservations and information during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Reservations shall be made promptly and courteously.
6. All complaints concerning the telephone staff conduct or concerning driver conduct shall be promptly investigated by the Contractor and a written report made to the City within three days of the date of the complaint.
7. At the time of pick-up for each scheduled ride, all riders shall present a valid transportation voucher, which has been issued by the Department of Senior Services. The Contractor shall collect these vouchers and return the same to the Department as directed by the Director. The term "Director" as used herein shall mean the Director of Senior Services and/or his/her designee. The term "Department" as used herein shall mean the Department of Senior Services. A ride may be provided, to a rider that does not have a voucher to present, **after prior authorization from the Director.**
8. **Service Cancellation:** If the service must be canceled because of inclement weather or other reasons which prevent vehicles from performing the Service, the Contractor shall notify the Director no later than 8:00 a.m. on the day of such cancellation and there shall be no charge for transportation on that day. The Contractor shall notify all scheduled riders of such cancellation. In the event of a cancellation of service due to inclement weather, or for any other reason, the Contractor shall provide this service on another day as designated by the Director. In the event that the senior center is closed due to weather conditions, program changes, or emergency situations, the Department shall notify the Contractor in advance, or as soon as possible, and the transportation to that site shall be canceled at no charge to the Department. If, on any day, the entire service is canceled for any of the above reasons, there shall be no charge for transportation on that day.
9. Bidders must submit, at time of bid submission, a vehicle listing for all vehicles to be used in this contract. that would reflect and verify their ability to meet the peak demand as expressed in this bid package. The listing shall include the make, model, year and condition of all vehicles.

REPORTS TO THE CITY:

The Contractor shall prepare and maintain the following reports on a monthly basis and retain records of all such reports throughout the contract term:

1. **Monthly Report:** The Contractor shall provide the Director with a statistical report for each month of service during the contract term, **which shall include, at minimum, for each separate service: the number of one-way rides provided, the number of passengers served during the month, the number of passengers for whom handicapped accessible service was provided, and the number of new passengers served during the month.** These reports shall be due within 7 days after the end of each month. The Contractor shall provide an annual report to the Director within 7 days after the end of each term in a format approved by the Director.
2. **Passenger Log:** The Contractor shall prepare and maintain a monthly passenger log for each month of service during the contract term which shall include the names of all passengers, their addresses, the dates they were served, and their destinations.

3. The Contractor may choose to combine these two reports and submit with the monthly invoice within the same time frame listed above.

ADMINISTRATION OF CONTRACT:

The Director shall serve as the City's agent for administration of the Contract and shall act as the representative of the City concerning contract performance. Any notice or instruction required or permitted to be given by the City to the Contractor under the Contract shall be deemed effective if given by the Director or his/her designee. Any notice required to be given by the Contractor to the City shall be effective if given to the Purchasing Agent, with a copy to the Director. The Director shall also serve as the City's liaison for coordination of senior transportation services provided under this Contract.

DRIVER QUALIFICATIONS AND RESPONSIBILITIES:

1. All drivers shall be properly licensed to operate the required vehicles and transport elderly passengers, shall be familiar with Newton and its street system, and shall be sensitive to the needs of elderly passengers. The Contractor shall require that drivers to: assist elderly users from the door of their home to the door of the vehicle, enter and exit the vehicle, assist elders with shopping bags, and with stairs, as necessary.
2. The contractor shall certify that drivers have successfully passed a C.O.R.I. check and shall make available copies of C.O.R.I. documentation upon request of the City
3. All drivers operating this service shall be trained and have current certification in the provision of Cardiac Pulmonary Resuscitation ("CPR") and first aid.
4. The Contractor shall promptly investigate complaints concerning driver conduct and shall provide a written report to the City within three days of the date of the complaint. The Contractor shall provide sensitivity training for its employees upon request of the Director.
5. Upon request of the Director, the Contractor shall remove any driver from this service whose conduct is unacceptable.

VEHICLE REQUIREMENTS:

1. The Contractor shall provide a sufficient number of vehicles in order to provide service to all eligible riders as requested by the City.
2. The Contractor shall, at all times, comply with all laws of the Commonwealth of Massachusetts, all ordinances of the City of Newton, and all regulations applicable to carriers engaged in the class of transportation required in this service.
3. All vehicles shall be inspected and approved in compliance with the laws of the Commonwealth of Massachusetts. The Contractor shall provide confirmation to the City of each Registry inspection.
4. The Contractor shall provide a complete description, **at time of bid**, of all the vehicles and associated equipment being used for this service and shall maintain all vehicles used in a first class state of repair and safe operating condition at all times. All doors and windows must operate properly, and springs and shocks must be in good repair. The Director reserves the right to inspect any vehicle used in the service. The City reserves the right to reject the use of a vehicle deemed unsuitable according to requirements of these Specifications.
5. The Contractor shall provide elder-friendly vehicles for general service usable by elderly riders, which shall include, at a minimum, low entry access not to exceed 8 inches. In addition, the Contractor shall have available and provide as needed vehicles designed for use by elderly persons with disabilities, including wheelchair accessible vehicles.
6. Each vehicle shall be equipped with a functioning two-way radio or other two-way communications device, and functioning heating and air conditioning systems.
7. In the event of the failure of a primary vehicle to provide service, the Contractor shall, within fifteen minutes, provide a BACK UP VEHICLE acceptable to the City and consistent with stated Vehicle Requirements.

8. In the event of any delay in service of more than twenty minutes, for whatever reason, the Contractor shall immediately notify the Director and all scheduled riders concerning the anticipated length of the delay.
9. All vehicle surfaces, interior and exterior, shall be kept in a clean, safe, and unobstructed fashion.

INDEMNIFICATION AND INSURANCE:

1. The Contractor acknowledges and agrees that it shall be responsible as an INDEPENDENT CONTRACTOR for all operations under this Contract and for all the acts of its employees and agents hereunder. The Contractor shall indemnify, hold harmless and defend the City of Newton, its officers, employees and agents from and against any and all loss, damage, cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or any of its agents or employees and shall pay promptly on demand all such costs and expenses of the investigation and defense thereof, including attorney fees and expenses. This indemnification shall not be limited by a limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor under the Workers' Compensation Act, Disability Benefits Act or other employee act.
2. Prior to providing service pursuant to the contract, the Contractor shall file a Certificate of Insurance with the Purchasing Department, evidencing coverage in the types and amounts as stated in paragraph 3 of this Section, and which shall include a description, by make and year, of each vehicle insured, together with the corresponding Vehicle Identification Number ("VIN").
3. The contractor shall maintain in full force and effect throughout the term of this contract a policy of comprehensive general liability insurance covering against personal injury in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and property damage in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate. The contractor shall also provide a motor vehicle liability policy of insurance which provides indemnity, protection, or security for bodily injury or death in the amount of no less than \$2,000,000 on account of any one accident resulting in injury or death of more than one person and property damage insurance in the amount of \$500,000 for each vehicle used in this transportation. The Contractor shall not commence the work until proof of compliance with this paragraph has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth indicating that all required coverage is in force. The City of Newton shall be named as an additional insured on the Contractor's Liability and Automobile Insurance Policies. In addition the Contractor shall provide evidence of Worker's Compensation Insurance in the forms and limits required under M.G.L. c. 149, s.34 and c.152 as amended.
4. The Contractor shall use no vehicle for this transportation service unless insured and inspected as herein provided. The termination of the insurance during the term of the contract shall be a breach thereof and shall result in immediate termination of the contract.

ACCIDENTS:

The Contractor shall call the Newton Police (or the local police department of location of accident) immediately upon an accident involving a vehicle used pursuant to the contract. A complete written report of each such accident shall be submitted by the Contractor in writing within 24 hours to the Director, the City of Newton Health and Safety Officer located in the Department of Human Resources and, where applicable, to the Newton Police Department (or the local police department of location of accident). The Contractor shall cooperate fully with the Director and all City officials involved in the investigation of any such accident.

CHARGES FOR THE SERVICE:

1. The Contractor shall charge the City on a per-ride basis. A ride shall be defined as a one-way trip for one person.
2. The Contractor shall submit monthly invoices to the Director or his/her designee which shall include full documentation for each ride provided (i.e., the passenger log and the statistical report) for the month invoiced. In addition, the Contractor shall transmit a copy of the passenger log, statistical report and collected transportation vouchers (in the instance a rider does not have a voucher to present a signed slip shall be submitted to indicate the ride was provided) to the Director at the same time.

3. The Contractor shall be paid within 60 days of receipt, verification, and acceptance of the monthly invoice, or as soon as possible thereafter. The balance due as stated on the Contractor's monthly invoice shall be verified by the Director. The Director reserves the right to make a deduction from each monthly invoice for work not performed or work not performed in accordance with contract specifications, as determined by said Director.

TERMINATION:

The City shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the Contractor. In addition, the City shall have the right to terminate this Agreement without such notice for cause, including but not limited to, unsatisfactory performance of the Contractor.

END OF SECTION